

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400347

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Unbounce Marketing Solutions Incorporated		07/20/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	3rd Floor - 1025 West Georgia Street		
<b>City:</b>	Vancouver, BC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 3N9		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3883011	UNBOUNCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6046883830		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	604-682-3664		
<b>Email:</b>	docketing@rbs.ca		
<b>Correspondent Name:</b>	M. Heywood/Richards Buell Sutton LLP		
<b>Address Line 1:</b>	700 - 401 West Georgia Street		
<b>Address Line 4:</b>	Vancouver, BC, CANADA		
<b>NAME OF SUBMITTER:</b>	Melissa L. Heywood		
<b>SIGNATURE:</b>	/MELISSA L. HEYWOOD/		
<b>DATE SIGNED:</b>	09/30/2016		
<b>Total Attachments: 15</b>			
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page1.tif			
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page2.tif			
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page3.tif			
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page4.tif			
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page5.tif			

OP \$40.00 3883011

source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page6.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page7.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page8.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page9.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page10.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page11.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page12.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page13.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page14.tif  
source=Unbounce Marketing Solutions Incorporated and Royal Bank of Canada Security Agreement#page15.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Security Agreement dated as of July 20, 2016 is made by Unbounce Marketing Solutions Incorporated (the "**Borrower**"), a company formed under the laws of the federal Dominion of Canada, in favour of **ROYAL BANK OF CANADA** (the "**Lender**"), in its capacity as lender.

WHEREAS:

A. The Lender has agreed to make various loan and credit facilities available to the Borrower;

B. It is a condition of making the loan and credit facilities available that the Borrower execute and deliver this Security Agreement in favour of the Lender.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of making available the loan and credit facilities and of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Borrower), the Borrower hereby covenants and agrees in favour of the Lender as follows:

### 1.0 INTERPRETATION

1.1 **Definitions.** In this Agreement, unless the context shall otherwise require, all capitalized terms used but not expressly defined herein shall have the meanings ascribed thereto in the Loan Documents and the following words and terms shall have the following meanings:

- (a) "**Copyright**" means all copyrights applied for, granted or existing, whether registered or unregistered, that are owned by the Borrower from time to time, including any copyright related to the Technology and/or any Improvements thereto, including any copyrights listed in Schedule A hereto;
- (b) "**Encumbrance**" means any mortgage, lien, statutory or deemed trust, pledge, charge, security interest, restriction, claim, encumbrance, right to use or acquire, ownership interest, action or demand of any nature whatsoever;
- (c) "**Improvements**" means improvements, variations, updates, modifications, and enhancements made and/or acquired at any time after the date of this Agreement by any person that relate to the Intellectual Property and/or Technology;
- (d) "**Intellectual Property**" means the IP Collateral described in section 2.1;
- (e) "**Intellectual Property Rights**" means any and all proprietary rights, on a worldwide basis, provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) semi-conductor chip or mask work law, or (vi) any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, works, formulae, algorithms, concepts, inventions, or know-how, or in the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

- (f) "**Loan Documents**" collectively mean the documents that evidence and record the loan and credit facilities made available from time to time by the Lender to the Borrower;
- (g) "**Obligations**" has the meaning given to it in section 2.2(a);
- (h) "**Patents**" means collectively the rights in and to any and all inventions which are disclosed or claimed in any patents and patent applications that are registered, applied for or issued from time to time by the Borrower, including without those identified in **Schedule A** and all:
  - (i) counterparts, continuations, continuations-in-part, divisionals, continuing prosecution applications, and requests for continued examinations, extensions, term restorations, renewals, reissues, re-examinations, or substitutions thereof;
  - (ii) corresponding international patent applications;
  - (iii) corresponding foreign patent applications, including supplementary protection certificates and other administrative protections; and
  - (iv) international and foreign counterpart patents;

resulting therefrom, and all patents or applications claiming any of the same subject matter and all Improvements thereto, all of which will be deemed to be added from time to time to **Schedule A**;

- (i) "**Security Interest**" has the meaning given to it in section 2.2(a);
- (j) "**Technology**" means all knowledge, know-how and/or technique or techniques, software, computer programs and processes, computer systems and application software, including without limitation all documentation relating thereto and the latest revision of all object and source codes therefore, models, algorithms, formulas, designs, blueprints, proprietary product technology and engineering drawings owned or used by the Borrower including, without limitation all related research, data, specifications, instructions, manuals, papers or other related materials of any nature at all, whether written or otherwise;
- (k) "**Trade-mark**" means all right, title and interest of the Borrower in and to any and all business and trade names, trade-marks, styles, marks, designs, signs, insignias, logos, brands and symbols related to the business of the Borrower, whether registered or unregistered, used with wares or services and including the goodwill attaching to such trade-marks, including without limitation the trade-marks listed on **Schedule A** attached hereto and all reissues, extensions or renewals thereof, including, without limitation, all trade-mark registrations and pending trade-mark applications, and "**Trade-marks**" means all of them.

**1.2 Governing Law.** This Security Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

**1.3 Incorporation of Schedules.** The attached Schedule A is incorporated into and forms part of this Security Agreement.

**1.4 Headings etc.** The division of this Security Agreement into sections and subsections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation hereof.

## **2.0 SECURITY**

**2.1 Grant of Security Interest in IP Collateral.** To secure the payment and performance of the Obligations (as defined below), the Borrower does hereby mortgage, charge, pledge and hypothecate to the Lender, and grants to the Lender a security interest in, all Intellectual Property Rights and interests in the intangible property of the Borrower, whether registered or unregistered, whether currently owned by the Borrower or hereafter acquired or existing (collectively, the "IP Collateral"), including without limitation:

- (a) all Copyrights, Patents and Trade-marks related to the business of the Borrower;
- (b) all of the domain names of the Borrower including those domain names listed in Schedule A hereto;
- (c) any Technology owned by the Borrower from time to time, as further described in Schedule A;
- (d) all other intellectual and industrial property rights, trade secrets, know how, inventions throughout the world owned by the Borrower;
- (e) all rights and interests in and to processes, notebooks, data, data bases, trade secrets, designs, inventions, industrial designs, know-how, information, manuals, technology, technical information, technical assistance, design and engineering specifications, studies, research, newsletters, data and similar materials recording or evidencing expertise or information;
- (f) all rights, title, interest and benefits of the Borrower in and to any licences of the intellectual property listed in subsections (a) to (e) above in respect of which the Borrower is the licensor of the license, if any;
- (g) all future income and proceeds from any of the intellectual property listed in subsections (a) to (e) above and the licences listed in subsection (f) above;
- (h) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in subsections (a) to (e) above, including all rights (without obligation) to sue third parties for past, present and future infringements of any of IP Collateral described in this section 2.1 or to bring opposition, cancellation or expungement proceedings in the name of the Borrower or the Lender;
- (i) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or

dilution of any Trade-mark including any Trade-mark registration or application, or any licence, or arising from or out of any actions referred to in subsection (h).

## 2.2 **Obligations Secured**

- (a) The mortgages, charges, pledges and security interests granted hereby (collectively, the "**Security Interest**") are granted as continuing collateral security for the due payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, joint or several, at any time due or accruing due of the Borrower to the Lender under credit and loan facilities made available from time to time by the Lender to the Borrower and the Loan Documents, or any of them, whether incurred as principal or surety (collectively, and together with the expenses, costs and charges set out in subsection (b) of this section 2.2 (referred to as, the "**Obligations**").
- (b) All reasonable expenses, costs and charges incurred by or on behalf of the Lender in connection with the preparation and issuance of this Security Agreement, the perfection, preservation, protection, recordation in governmental registries of the Security Interest and the enforcement of the Lender's rights and remedies hereunder, including the realization of the IP Collateral, and including all legal fees (on a solicitor and solicitor's own client basis) and disbursements, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, licensing, transferring, delivering or obtaining payment of the IP Collateral, will be added to and form a part of the Obligations.

**2.3 Attachment.** The Borrower and the Lender hereby acknowledge that (i) value has been given; (ii) the Borrower has rights in the IP Collateral (other than after-acquired IP Collateral); and (iii) the Borrower and the Lender have not agreed to postpone the time of attachment of the Security Interest.

## 2.4 **Scope of Security Interest**

- (a) Until the Security Interest will have become enforceable, the grant of the Security Interest in the Intellectual Property will not affect in any way the Borrower's rights to commercially exploit the Intellectual Property, to defend the Intellectual Property, to enforce the Borrower's rights in or with respect to the Intellectual Property against third parties in any court or to claim and be entitled to receive any damages with respect to any infringement or violation thereof.
- (b) The Security Interest will not extend or apply to the last day of any term of years reserved by a licence, but the Borrower will stand possessed of any such reversion in trust to assign and dispose thereof as the Lender may direct.
- (c) The Lender will not be deemed in any manner to have assumed any obligation of the Borrower under any licence or otherwise relating to or arising in connection with any of the IP Collateral, nor will the Lender be liable to any official body or party to a licence or any other third party by reason of any default by any person under any contract.

- (d) The Borrower shall indemnify and hold the Lender harmless from and against all liability, loss, damage or expense which it may or might incur by reason of any claim or demand against the Lender arising out of:
  - (i) any breach of this Agreement by the Borrower;
  - (ii) the performance by the Lender of any of the Borrower's duties or obligations to perform and discharge any terms, covenants and agreements in any licence or otherwise relating to or arising in connection with any of the IP Collateral.

Such indemnity shall survive any termination of this Security Agreement.

- (e) It is expressly acknowledged by the Borrower that, notwithstanding any right or authority granted to the Borrower in this Security Agreement or in any other agreement or instrument to deal with the IP Collateral, it is the intention of the Borrower and the Lender that (i) the Security Interest will operate and be construed as a fixed and specific charge of all IP Collateral in respect of which the Borrower presently has rights, and as a fixed and specific charge of all after acquired IP Collateral which will attach forthwith upon the Borrower acquiring rights therein, and (ii) the Security Interest will neither operate nor be construed as a floating charge.

**2.5 Perfection of Security Interest.** Except for the filing of a financing statement with the applicable personal property registr(ies) and filings with the applicable intellectual property office(s), including without limitation the Canadian Intellectual Property Office, no authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body is required for any of the grant by the Borrower of the Security Interest, the execution, delivery or performance of this Security Agreement by the Borrower, the perfection of the Security Interest or for the exercise by the Lender of its rights and remedies in respect of the IP Collateral.

**2.6 Security Agreement.** This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Lender in the IP Collateral with the applicable intellectual property office(s), including without limitation the Canadian Intellectual Property Office. The security interest granted hereby has been granted as a supplement to, and not in substitution for and shall not in any way limit any other mortgage, charge, assignment, pledge, hypothecation or security interest granted in favour of the Lender.

### **3.0 COVENANTS**

**3.1 Borrower's Dealing with IP Collateral.** Except as permitted by the Loan Documents, the Borrower will not, without the prior written consent of the Lender, sell, exchange, license, release or abandon or otherwise dispose of the IP Collateral or create, assume or permit any Encumbrance in, on or of the IP Collateral, such consent not to be unreasonably withheld.

**3.2 Maintenance of Registrations.** The Borrower will prepare, file, prosecute and maintain all registrations and applications of the Intellectual Property in good standing, and renew all registrations and file new applications where commercially reasonable. The Borrower will not allow any registered or pending Intellectual Property which is material to the operation of

the business of the Borrower to lapse, expire, become abandoned, expunged or cancelled in the applicable intellectual property office(s), except with the written consent of the Lender.

**3.3 Reporting.** The Borrower agrees to provide to the Lender:

- (a) within 60 days after the acquisition, development or creation by the Borrower of any rights in or to any registrable or unregistrable Intellectual Property, including the entitlement to the benefit of any application or registration for a Trade-mark, Patent or Copyright, written notice of such acquisition, development or creation, containing a detailed description of the Intellectual Property and the Borrower agrees to execute and deliver at its own expense from time to time amendments to this Agreement or the schedule hereto or additional security agreements or schedules as may be required from time to time by the Lender;
- (b) written reports at least once in each calendar year advising the Lender of any changes and updates in the status of applications and registrations for the Intellectual Property, and an updated **Schedule A**; and
- (c) notification of the occurrence of any event which adversely affects the status of the Intellectual Property, including, without limitation, any changes to the status of the Intellectual Property resulting from expungement, cancellation, expiration, non-renewal, abandonment, opposition to, or claim, action or suit against any of the Intellectual Property.

**3.4 Litigation and Proceedings.** The Borrower will:

- (a) commence and diligently prosecute such lawsuits, proceedings or other actions for infringement or other causes of action as are in its reasonable business judgment necessary to protect the IP Collateral; and
- (b) diligently defend all demands, claims, lawsuits, administrative proceedings, oppositions or other actions brought by third parties in respect of the IP Collateral or the use thereof.

The Borrower agrees to promptly notify the Lender in writing with details of any such demands, claims, suits, proceedings or other actions. Following the Borrower becoming aware thereof, the Borrower will promptly notify the Lender, of any adverse determination in, any proceeding involving the Intellectual Property, including without limitation in any trade-mark office or regulatory authority, or any federal, provincial or state court.

**3.5 Protective Disbursements.** If the Borrower fails to perform any covenant on its part contained in this Security Agreement then the Lender may, in its absolute discretion, but without any obligation, perform any such covenant capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make, but will be under no obligation to make, such payment or expenditure, and all sums so paid or expended by the Lender will be immediately payable by the Borrower, will bear interest at the rate set forth in the Loan Documents until paid and will be secured hereby. No such performance or payment will relieve the Borrower from any default under this Security Agreement or any consequences of such default.



#### 4.0 REPRESENTATIONS AND WARRANTIES AND COVENANTS

4.1 **Borrower's Representations, Warranties and Covenants.** The Borrower hereby represents, warrants and covenants to the Lender that:

- (a) **Schedule A** contains a true, accurate and complete description of all registered and unregistered Intellectual Property owned or controlled by the Borrower, together with the summary description including the status and the filing, registration and expiration dates thereof, as applicable;
- (b) the Borrower has (i) diligently protected, or is in the process of protecting, by registration all of the Intellectual Property capable of being registered for its exclusive rights to the Intellectual Property; (ii) made all applications, registrations and other filings in a timely manner and are recorded in the name of the Borrower; (iii) all such applications and registrations are in good standing; and (iv) not permitted any application or registration to expire, be cancelled, expunged, impeached or lapse for failure to be renewed or maintained;
- (c) at all times, the Borrower has maintained direct or indirect control over the character and quality of the wares and services in association with which the Trade-marks have been used so that the Trade-marks have not lost their distinctiveness;
- (d) any Trade-marks (whether registered or not) have been and will be used continuously by the Borrower, including use in association with the goods and services with which any registered Trade-marks are registered;
- (e) the Borrower owns all legal and beneficial rights, title and interest in and to the Intellectual Property, free and clear of any Encumbrances except for Encumbrances that have been specifically disclosed by the Borrower to the Lender and consented to in writing by the Lender, and has the exclusive right to use and to grant licenses and rights to others to use the Intellectual Property;
- (f) the Borrower, or any of its related or affiliated companies, shall not directly or indirectly, sell, assign, convey or transfer any of the Intellectual Property to any third party during the term of this Security Agreement;
- (g) that there are no outstanding options, licenses, or agreements of any kind relating to the Intellectual Property except as disclosed under **Schedule A**;
- (h) there are no judicial, administrative or other actions, suits or proceedings existing, pending or threatened by or against the Intellectual Property (whether with respect to infringement, enforceability validity, scope, title or otherwise) at law or in equity, or before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and the Borrower has not received any notice of any proceedings;
- (i) all persons who authored, invented or created any works protected by Copyrights have waived, in writing, any moral rights relating thereto;

- (j) to the best of the knowledge of the Borrower, there is no activity by third parties that would constitute misappropriation or infringement of any Intellectual Property;
- (k) the Borrower has taken all steps to protect and maintain the confidentiality of any of its confidential information and trade secrets related to the Intellectual Property, including entering into non-disclosure agreements with its employees, contractors and any person who has access to such confidential information and trade secrets;
- (l) the Borrower has the power and authority and the legal right to enter into this Security Agreement and perform its obligations hereunder, and has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- (m) this Security Agreement has been duly executed and delivered on behalf of the Borrower and constitutes a legal, valid and binding obligation of the Borrower and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity; and
- (n) the execution and delivery of this Security Agreement and the performance of the Borrower's obligations hereunder (i) do not conflict with or violate any requirement of applicable law or any provision of the articles of incorporation, bylaws or any similar instrument of the Borrower, and (ii) do not conflict with, violate, or breach or constitute a default or require any consent not already obtained under, any contractual obligation or court or administrative order by which the Borrower is bound.

## 5.0 ENFORCEMENT

5.1 **Default.** The Security Interest will be and become enforceable against the Borrower upon the occurrence of any of the following events:

- (a) the Borrower makes default in payment when due of any indebtedness or liability of the Borrower to the Lender or defaults in performance of any of the Obligations whatsoever,
- (b) the Borrower is in breach of any term, condition, obligation or covenant to the Lender, or any representation or warranty to the Lender is untrue, whether or not contained in this Security Agreement,
- (c) the Borrower ceases or threatens to cease to carry on business,
- (d) the Borrower makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act*, any Borrower assistance or insolvency or similar legislation in any jurisdiction or makes an assignment or commits or threatens to commit an act of bankruptcy,

- (e) a receiver, receiver and manager or receiver-manager of all or any part of the IP Collateral is appointed,
- (f) an order of execution is made against the IP Collateral,
- (g) without the prior written consent of the Lender, the Borrower creates or permits to exist any charge, encumbrance or lien on or claim against or any security interest in, any of the IP Collateral which ranks or could rank in priority to or pari passu with any security interest or charge created by this Security Agreement,
- (h) the holder of any other charge, encumbrance or lien on or claim against, or security interest in, any of the IP Collateral does anything to enforce or realize on such charge, encumbrance, lien, claim or security interest,
- (i) the Borrower makes or proposes to make a disposition of all or substantially all of its assets,
- (j) if the Borrower is a company or a partnership, an order is made or an effective resolution is passed for winding up the Borrower,
- (k) the Borrower, if a company, enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement with any other person,
- (l) the Borrower, if an individual, dies, is declared incompetent or is the subject of the appointment of a Committee by a court of competent jurisdiction, or
- (m) the Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any or all of the Obligations is impaired or that any of the IP Collateral is or is about to be placed in jeopardy.

**5.2 Remedies.** Upon any default hereunder, the Lender may realize upon the IP Collateral and enforce the rights of the Lender by:

- (a) sale, assignment, licence, sub-licence, grant of rights or options to purchase or any other disposal of the IP Collateral and, if applicable, any goodwill associated therewith;
- (b) collection of any proceeds arising in respect of the IP Collateral;
- (c) collection, realization or sale of or other dealing with any royalties arising from the IP Collateral;
- (d) the exercise of any contractual, legal or other rights or interests of the Borrower under or in respect of the IP Collateral;
- (e) the institution of proceedings in a court of competent jurisdiction for the appointment of a receiver of the IP Collateral;
- (f) the appointment by instrument in writing of a receiver or agent of the IP Collateral and the removal or replacement of such receiver or agent from time to time;

- (g) the institution of proceedings in any court of competent jurisdiction for sale or foreclosure of the IP Collateral;
- (h) filing proofs of claim and other documents to establish claims and any proceeding relating to the Borrower; and
- (i) any other remedy or proceeding authorized or permitted by any applicable laws.

In addition, upon the occurrence of an Event of Default, the Borrower hereby grants to the Lender a royalty-free, irrevocable, non-exclusive licence to use the Intellectual Property to enable the Lender to use, possess or realize upon the IP Collateral, and exercise its other rights and remedies hereunder.

Such remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Lender however created. The Lender may proceed by way of any action, suit or other proceeding available at law and no right, remedy or power of the Lender will be exclusive of or dependant on any other. The Lender may exercise any of its rights, remedies or powers separately or in combination and at any time. The Lender will not be bound to exercise any such rights or remedies, and the exercise of such rights and remedies will be without prejudice to the rights of the Lender and the Lender in respect of the Obligations including the right to any claim for any deficiency.

**5.3 Additional Rights.** In addition to the remedies of the Lender set forth in section 5.2, the Lender may whenever the Security Interest has become enforceable, demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the IP Collateral, and give valid and effectual receipts and discharges therefore and compromise or give time for the payment or performance of all or any part of the accounts or any contract or any other obligation of any third party to the Borrower relating to the IP Collateral.

**5.4 Appointment of Attorney.** The Borrower hereby irrevocably appoints the Lender (and any officer thereof) as attorney for the Borrower (with full power of substitution) to exercise, whenever the Security Interest has become enforceable, in the name of and on behalf of the Borrower any of the Borrower's right (including the right of transfer, assignment and disposal), title and interest in and to the IP Collateral including, without limitation, the execution, endorsement, delivery and filing of any assignments or licenses (as the case may be, at the sole discretion of the Lender) of any Intellectual Property in favour of the Lender (whether in a form immediately registrable in the applicable intellectual property office(s) or otherwise), agreements, documents, instruments and any notices, receipts, assignments or verifications. All acts of any such attorney are hereby ratified and approved, and such attorney will not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own negligence or wilful misconduct.

## **6.0 GENERAL**

**6.1 Release of Security Interest.** Upon payment in full of all Obligations, the Lender shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the Security Interest in the IP Collateral.

**6.2 No Merger.** No judgment recovered by Lender will operate by way of merger of or in any way affect the Security Interest, which is in addition to and not in substitution for any other security now or hereafter held by the Lender in respect of the Obligations.

**6.3 Waivers.** No amendment, consent or waiver by the Lender will be effective unless made in writing and signed by an authorized officer of the Lender and then such amendment, waiver or consent will be effective only in the specific instance and for the specific purpose for which it is given.

**6.4 Further Assurances.** The Borrower will from time to time, whether before or after the Security Interest has become enforceable, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Lender may reasonably require for the protection of the IP Collateral or perfecting the Security Interest and for exercising all rights, remedies, powers, authorities and discretions hereby conferred upon the Lender, and the Borrower will, from time to time after the Security Interest has become enforceable, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Lender may require for facilitating the sale or other dealing with the IP Collateral in connection with any realization thereof, including without limitation the execution and delivery of assignments of the Intellectual Property in form acceptable to the Lender for filing with the Canadian Intellectual Property Office, or other applicable intellectual property office(s).


**6.5 Successors and Assigns.** This Security Agreement will be binding upon the Borrower, its successors and permitted assigns and will enure to the benefit of the Lender and its successors and assigns. The Borrower may not assign or novate any of its rights or obligations under this Security Agreement without the prior written consent of the Lender. All rights of the Lender hereunder will be assignable in accordance with the terms of the Loan Documents.

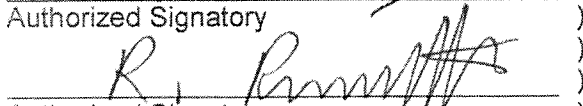
**6.6 Agreement Governs**

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the other Loan Documents, the provisions of this Agreement, to the extent of the conflict or inconsistency, shall govern and prevail.

IN WITNESS WHEREOF the Borrower hereto has caused this Agreement to be duly executed and delivered by its duly authorized officer(s) as of the day and year first above written.

Unbounce Marketing Solutions Incorporated )  
by its authorized signatories: )

  
\_\_\_\_\_  
Authorized Signatory )

  
\_\_\_\_\_  
Authorized Signatory )

**SCHEDULE A**

**Schedule of Intellectual Property**

**A. Registered Trademarks**

<b>Mark:</b>	<b>Registration Number:</b>	<b>Jurisdiction:</b>
(a) UNBOUNCE	3,883,011	US
(a) UNBOUNCE	app# 1742314 - Advertised	CANADA
(a) UNBOUNCE	app# 15037211 - published	EU

**B. Unregistered Trademarks (including designs and logos)**

**C. Patents**

N/A

**D. Copyrighted Works (including software)**

All copyright related to or incorporated into the Technology (as described below) or the website(s) (the "Site") through which the Technology is made available including all:

- (a) source code, image assets, scripts, applications, data, databases and database content, specifications, technical literature and brochures, operating and procedures manuals including but not limited to legacy versions;
- (b) source files for marketing-related materials, such as identity, image assets, PDFs, customer lists and particulars, marketing methods, procedures forecasts and quotations;
- (c) written, photographic, or video content and design elements whether current or historical;
- (d) server database schemas and contents;
- (e) server and production server environment on which the Site resides;
- (f) all analytics accounts related to the Site;
- (g) social media and public relations internet accounts together with user names and passwords that are managed or held in connection with the Site;
- (h) documentation relating to the Site including but not limited to advertising and promotional materials (such as e-books or conversion guides) provided to customers of the Site, and any articles or contracts related to the Site; and

(i) any versions of the Site under development.

**E. Domain Names**

yuli-analytics.com
whatwhywhenhow.com
vansecguild.com
uncongruent.com
unbouncevsoptimizely.com
unbouncepreview.xyz
unbouncepreview.com
unbouncepages-test.com
unbouncepages.xyz
unbouncepag.es
unbounceinsights.com
unbounceeverywhere.com
unbounceacademy.com
unbounce.xyz
unbounce.us
unbounce.sg
unbounce.org
unbounce.net
unbounce.mobi
unbounce.me
unbounce.info
unbounce.com
unbounce.co
unbounce.ca
unbounce.biz
ukmarketingday.com
ubpages-test.net
ubpages.net
ubembed.com
thelandingpagecourse.com
techpong.ca
supernovapages.com
startupcrawlvancover.com
shipitday.io
shipitday.ca
selfiewithastranger.co
roosterpopups.com
roosteroverlays.com
rooster.li

reallygoodlandingpages.com
puravida-retreat.com
pagefights.com
optimizationkit.com
onlinemarketerskit.com
nsamcwadlp.com
mcfitch.com
marketingisawesome.org
lpcourse.com
landingpagerehab.com
landingpagecritiques.com
justaddtalent.com
justaddtalent.ca
informationscent.com
getroosters.com
getrooster.com
frankenpage.com
formfirstdesign.com
digitalmarketerskit.com
digitalagencyday.com
ctaconf.com
croday.com
conversionscent.com
conversionmomentum.com
conversionmarketingglossary.com
conversionmarketingday.com
conversionglossary.com
conversioncoupling.com
conversion-automation.com
congruentpagedesign.com
cheapsnails.com
cheapoctopi.com
cheapmanatees.com
cheapcows.com
calltoactionconference.com
calltoactionconf.com
attentionratio.com
attentiondrivendesign.com
unbounce.com.mx
unbounce.ar.com
unbounce.co.nz



**F. Technology**

Unbounce builder, being on-line non-downloadable computer software for creating, testing, and optimizing webpages and websites, and all improvements thereto.

**G. Licenses to Intellectual Property**

Unbounce licenses the Intellectual Property to its customers and other parties in the ordinary course of its business.